



**Superior Court
Justice Court
Adult Probation
Juvenile Probation
Hereafter Court
Request For Qualifications
Cover Page**

Superior Court
Contracts Department
201 W. Jefferson Street
CCB, Lower Level
Phoenix, AZ 85003
Phone: (602) 506-8124

Solicitation Number:

14006-RFQ

Title:

American Sign Language Interpreting Services

~~**Solicitation Due Date / Time:** Tuesday, September 3, 2013, at 2:00 P.M. Arizona Time CLOSED~~ ^{JG}

~~**Last Quarterly (2013) Due Date/Time:** Tuesday, October 1, 2013, at 2:00 P.M. Arizona Time CLOSED~~ ^{JG}

~~**1st Quarterly (2014) Due Date/Time:** Wednesday, January 2, 2014, at 2:00 P.M. Arizona Time CLOSED~~ ^{JG}

2nd Quarterly (2014) Due Date/Time: Tuesday, April 1, 2014, at 2:00 P.M. Arizona Time

Submittal Location:

Superior Court in Maricopa County
Contracts Department – Attn: Jennifer Gates
201 West Jefferson Street
Central Court Building, Lower Level
Phoenix, Arizona 85003

A Pre-Offer Conference will not be held in conjunction with this procurement.

Description of Procurement:

This Request for Qualifications (RFQ) will provide the Superior Court of Arizona in Maricopa County, Adult and Juvenile Probation in Maricopa County, and Maricopa County Justice of the Peace Courts (hereafter “Court”) with competent, accurate, and complete American Sign Language Interpreting Services. These services are vital to the Court and its mission to provide equal, timely, fair, and impartial access to justice.

In accordance with the Judicial Procurement Code, submission of letters of interest and statements of qualifications and relevant experience as well as completing the solicitation for the services specified will be received by the Court at the above specified location until the time and date cited.

This roster will be open and continuous. To be considered, Offerors must submit all of information requested in the RFQ Solicitation with the initial roster deadline listed above. Roster inclusion shall occur quarterly, in January, April, July, and October. Offers must be in the actual possession of the Court on or prior to the time, date, and at submittal location indicated above.

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror’s name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with seventy two (72) hours prior notice. Such requests are to be addressed to the Solicitation Contact Person or Contract Specialist.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Jennifer Gates
Procurement Officer

602-506-8124
Telephone Number

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OFFER AND CONTRACT AWARD FORM

Superior Court
Contracts Department
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Phoenix, Arizona 85003

SOLICITATION NO. 14006-RFQ – Return with submission
American Sign Language Interpreting Services

Undersigned hereby offers and agrees to furnish materials and/or service(s) in compliance with all terms, conditions, specifications and amendments in the Solicitation.

Company Name

Name of Person Authorized to Sign Offer

Street Address

Title of Authorized Person

City State Zip Code

Signature of Authorized Person Date of Offer

Telephone Number: _____

Facsimile Number: _____

Offeror's Arizona Transaction (Sales) Privilege Tax License
Number: _____

Offeror's Federal Employer Identification Number: _____

Acknowledgement of Amendment(s):

Amendment No. Date

Amendment No. Date

(Offeror acknowledges receipt of amendment(s) to the Solicitation for Offers and related documents numbered and dated

By signature in the Offer section above, the Offeror certifies:

1.The submission of the Offer did not involve collusion or other anticompetitive practices.

2.The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2099-09 or A.R.S. § 41-1461 through 1465.

3.The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.

4.The Offeror certifies that the above referenced organization _____ IS/ _____ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

5.In accordance with A.R.S. § 35-393.06, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.

6.In accordance with A.R.S. § 35-391.06, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract effective date shall be: _____

This Contract shall henceforth be referred to as Contract No. _____.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

Judicial Branch of ARIZONA and for the County of Maricopa

Attested:

Presiding Judge: Norman J. Davis

DATE

SECTION 1 SCOPE OF WORK

Superior Court
Contracts Department
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SOLICITATION NO. 14006-RFQ American Sign Language Interpreting Services

1. Purpose

The Court needs language assistance in American Sign Language Interpreting Services in a variety of areas including but not limited to, courtroom proceedings, out-of-court events such as attorney-client jail interviews, psychological and mental health evaluations, parenting classes, and other court mandated activities; any setting where a deaf individual requires communicating with the Court or court personnel.

The Court reserves the right, during the term of the contract, to assign tasks as needed. Contractor may be assigned to provide services at any of the following locations: 1) within the secure perimeter of jail and/or juvenile detention facilities throughout Maricopa County; 2) all Court facilities throughout Maricopa County; and/or 3) at a provider's place of business within Maricopa County. A list of current court facilities is available via <http://www.superiorcourt.maricopa.gov/contactUs/index.asp>.

This roster will be open and continuous. To be considered, Offerors must submit all of the information requested in the Request of Qualification ("RFQ") Solicitation with the initial roster deadline listed on the front page of the Solicitation. Roster inclusion review shall occur quarterly, in January, April, July, and October. If Offeror has been denied award inclusion, Offeror shall not be allowed to resubmit during the term of this solicitation and will be denied as a subcontractor.

2. Definitions

American Sign Language (ASL) Interpreters: a highly skilled, educated and certified individual who listens to speech and repeats it back to the deaf or hard of hearing person via sign language interpreting, oral mouthing, cued speech transliteration, or hands-on deafblind interpreting.

Generalist Interpreters: means an individual who provides interpreting in any community setting for which the individual is qualified by education, examination, and work history.

Legal Interpreters: means an individual who is qualified by education, examination, and work history to provide interpreting in a legal setting.

- (1) Class A: a legal interpreter who provides interpreting in court, a police environment, or administrative adjudicatory proceedings.
- (2) Class B: a legal interpreter who provides interpreting administrative adjudicatory proceedings only.
- (3) Class C: a legal interpreter who provides interpreting in a legal setting when teamed with a Class A or Class B legal interpreter.
- (4) Class D: a legal interpreter who is also either a deaf or hard-of-hearing interpreter or an oral transliterator.

National Association of the Deaf (NAD) issues three (3) levels of certification: NAD III (generalist); NAD IV (advanced); and NAD V (master).

National Interpreter Certification (NIC), a certification issued by NAD-RID at one of three (3) levels: NIC Certified; NIC Advanced; and NIC Master.

Registry of Interpreters for the Deaf (RID) certificates: Specialist Certificate:Legal (SC:L); Certificate of Interpretation (CI); Certificate of Transliteration (CT); Comprehensive Skills Certificate (CSC); Certified Deaf Interpreter (CDI); Conditional Legal Interpreting Permit – Relay (CLIP-R); Oral Interpreting Certificate (OIC); and Oral Transliteration Certificate (OTC)

SECTION 1
SCOPE OF WORK

Superior Court
Contracts Department
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SOLICITATION NO. 14006-RFQ
American Sign Language Interpreting Services

3. Requirements for ASL Interpreting Services are as follows:

- (1) Shall possess a valid Arizona Legal Sign Language Interpreting License in accordance with the Licensure Rules established by the Arizona Commission for the Deaf and Hard of Hearing.
- (2) Shall possess current and valid certification.
- (3) Shall successfully pass a background check including submission of a fingerprint card.
- (4) Shall be proficient in Simultaneous, Consecutive and Sight Translation techniques.
- (5) Shall provide the following types of services: sign language, tactile/low vision, and oral interpretation services; cued speech transliteration services; and video remote interpreting services.
- (6) Shall possess working knowledge of legal terminology.
- (7) Shall be knowledgeable about American system of jurisprudence, courtroom proceedings protocol and the code of professional responsibility and ethics.
- (8) Shall expect to provide services at any of the Court locations (www.superiorcourt.maricopa.gov) and any other location within Maricopa County where directed.
- (9) Shall maintain adequate personnel and transportation resources to ensure ability to provide services at any location.
- (10) Shall provide equal access and act as an interpreter between individuals who are deaf or hard of hearing.
- (11) Shall interpret from voice to sign and vice versa.
- (12) Shall adhere to ethical guidelines for ASL Interpreters (See Exhibit A)
- (13) Shall interpret faithfully, accurately, and completely without adding, omitting or altering in any way.
- (14) Shall identify any subcontractor(s) that will be utilized in association with response to this Solicitation.
- (15) Shall not disclose the nature of the material to be interpreted to anyone outside Court Interpreter and Translation Services ("CITS").
- (16) Shall provide consistent timely and quality service.
- (17) Any and all subcontractors shall possess the same skills and qualifications as the initial Offeror as indicated in this Solicitation.
- (18) Shall include the names and qualifications of interpreter personnel that will be engaged in the work.
- (19) The Court reserves the right, during the term of the contract, to assign required tasks as needed.
- (20) Only interpreters licensed by the Arizona Commission for the Deaf and Hard of Hearing will be allowed to work within the Court system.
- (21) Pricing shall remain fixed, firm cost through duration of contract.

SECTION 2
UNIFORM INSTRUCTIONS TO OFFERORS

Superior Court
Contracts Department
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American Sign Language Interpreting Services

1. Definition of Terms. As used in these Instructions, the terms below are defined as follows:

- A. *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. *"Contract"* means the combination of the Solicitation, including Uniform and Special Instructions to Offeror, Uniform and Special Terms and Conditions, and Specifications and Statement or Scope of Work; the Offer and any Final Proposal Revisions; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. *"Contract Amendment"* means a written document signed by Offeror and Presiding Judge issued to make Contract changes.
- D. *"Contract Specialist"* means the person duly authorized by the Court to administer contracts and make written determinations with respect to the Contract.
- E. *"Contractor"* means any person who has a contract with the Court.
- F. *"Days"* means calendar days unless otherwise specified.
- G. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the exhibits section of the Solicitation.
- H. *"Offer"* means bid, proposal or quotation.
- I. *"Offeror"* means a vendor who responds to a Solicitation.
- J. *"Subcontract"* means any Contract, express or implied, between Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for Contract performance.
- K. *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Qualifications ("RFQ").
- L. *"Solicitation Amendment"* means a written document authorized by Contract Specialist and issued to make Solicitation changes.

2. Inquiries.

- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any contract claim.
- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation Contact Person. Offeror shall not contact or direct inquiries concerning the Solicitation to any other Court employee unless the Solicitation specifically identifies a person other than the Solicitation Contact Person as a contact.

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- C. Submission of Inquiries. Contract Specialist or the person identified in the Solicitation as the contact for inquiries may, except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing any inquiry since it may then be identified as an Offer and not be opened until after the Offer due date and time. The Court shall consider the relevancy of the inquiry, but is not required to respond in writing.
- D. Timeliness. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and at least seven (7) days before the Offer due date and time for review and determination by the Court. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- E. No Right to Rely on Verbal Responses. Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- G. Pre-Offer Conference. If a Pre-Offer Conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offeror should raise any questions about the Solicitation or the procurement at that time. Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the Pre-Offer Conference that result in Solicitation changes shall be answered through a written Solicitation Amendment.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation Contact Person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation.

- A. Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or a substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms unless the Solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for qualifications / proposals or invitations for bids.
- B. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.

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- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Contract Specialist in a written statement. Offeror's preprinted or standard terms will not be considered by the Court as part of any resulting Contract.
- (1) Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
- (2) Request for Proposals or Qualifications: All exceptions that are contained in the Offer may negatively affect the Court's proposal evaluation based on the evaluation criteria as stated in the Solicitation, or result in rejection of the Offer. An Offer that takes exception to any material requirement of the Solicitation may be rejected.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The Court will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgement for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.
- H. Federal Excise Tax. The Court is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
- I. Provision of Tax Identification Numbers. Offeror is required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification Number in the space provided on the Offer and Acceptance Form.
- (1) Employee Identification. Offeror agrees to provide an employee identification number or social security number to the Court for reporting to appropriate taxing authorities, monies paid by the Court under this Contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate State and Federal officials. This submission is mandatory under 26 U.S.C § 6041A.
- J. Identification of Taxes in Offer. The Court is subject to all applicable State and local transaction privilege taxes. All applicable taxes shall be included in the pricing offered in the Solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Contractor.

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- K. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended, terminated previously from a contract with the Court, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any preclusion from participation from any public procurement activity is currently pending, Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- (1) Special Terms and Conditions;
 - (2) Uniform Terms and Conditions;
 - (3) Statement or Scope of Work;
 - (4) Specifications;
 - (5) Attachments;
 - (6) Exhibits;
 - (7) Special Instructions to Offerors;
 - (8) Uniform Instructions to Offerors;
 - (9) Other documents referenced or included in the Solicitation.
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).
- N. Federal Immigration and Nationality Act. By signing of the Offer, Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The Court may, at its sole discretion require evidence of compliance during the evaluation process. Should the Court request evidence of compliance, Offeror shall have five (5) days from receipt of request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

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- O. Offshore Performance of Work Prohibited. Any services described in the specifications or scope of work that directly serve the Court or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

4. Submission of Offer.

- A. Sealed Envelope or Package. Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with Offeror name and Solicitation number. The Court may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
- B. Offer Submission, Due Date and Time. Offer shall be received before the due date and time stated in the Solicitation. An Offer received after the due date and time shall be rejected.
- C. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- D. Public Record. Offers submitted and opened are public records and must be retained by the Court. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the Court. If Offeror believes that information in its Offer should remain confidential, Offeror shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Court shall determine whether the identified information is confidential or a closed record pursuant to the Judicial Procurement Code and Arizona Supreme Court Rule, 123.
- E. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, Offeror certifies that:
- (1) Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - (2) Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, State and local laws and executive orders regarding employment.

5. Evaluation.

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the Offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.

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- C. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the Offer for the purpose of evaluating that price.
- D. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- E. Disqualifications. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.
- F. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer's due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.
- G. Waiver and Rejection Rights. Notwithstanding any other Solicitation provision, the Court reserves the right to:
 - (1) Waive any minor informality;
 - (2) Reject any and all Offers or portions thereof;
 - (3) Reject the response of any Offeror who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature; or
 - (4) Cancel the Solicitation.

6. Award.

- A. Number or Types of Awards. The Court reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the Court. If the Contract Specialist determines that an aggregate award to one Offeror is not in the Court's best interest, "all or none" Offers shall be rejected.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing and signed by the Presiding Judge on the Offer and Acceptance Form. A notice of award or intent to award shall not constitute acceptance of the Offer.
- C. Effective Date. The effective date of this Contract shall be the date the Presiding Judge signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.

7. Protests. Refer to the Court website at:

<http://www.superiorcourt.maricopa.gov/CourtInformation/purchasing/>.

SECTION 3 SPECIAL INSTRUCTIONS TO OFFERORS

Superior Court
Contracts Department
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Phoenix, Arizona 85003

SOLICITATION NO. 14006-RFQ American Sign Language Interpreting Services

1. **Definition of Terms Used in Special Instructions.** As used in these instructions, the following terms, in addition to those terms defined in Section 2, Paragraph 1, have the following meaning:
 - A. “*Court*” means Superior Court, Adult and Juvenile Probation, and Justice Courts.
 - B. “*Department*” means the Contracts Department of the Court.
2. **Required Information.** The following shall be submitted concurrent with and as part of the Offer: One clearly marked original and three (3) copies of the Offer are required.
 - A. Offer and Contract Award Form;
 - B. Contract Administration for Offeror Form;
 - C. Attachment 6.1, Fee Schedule;
 - D. Attachment 6.2, Offeror’s Questionnaire;
 - E. Attachment 6.3, Sole Proprietor Waiver (if necessary);
 - F. Attachment 6.4, Business Ownership Classification;
 - G. Attachment 6.5, Independent Contractor Form;
 - H. Attachment 6.6a, Offeror’s Resume(s) and resume of every professional and/or subcontractor;
 - I. Attachment 6.6b, Offeror’s list of current References (within the past two years) to include: Client’s name and address, Contact person, Title of contact person, Telephone number, Dates services provided, Brief description of work completed for the client, and a statement of express permission for the Court to contact any identified previous client to request information on the performance of the Offeror;
 - J. Attachment 6.7, Spanish and Lesser-Use Languages (LUL) Interpreting Services Application;
 - K. Solicitation Amendments (if any).
3. **Authorized Signature.**
 - A. For any document that requires Offeror’s signature, the signature provided must be that of the Owner, Partner or Corporate Officer duly authorized to sign contractual agreements. Additionally, if requested by the Court disclosure of ownership information shall be submitted.
 - (1) Privately Owned: The Owner must sign the contract.
 - (2) Partnership: A Partner must sign the contract.
 - (3) Corporation: A Corporate Officer must sign the contract.
 - B. If a person other than these specified individuals signs the Contract, a Power of Attorney indicating the employee’s authority must accompany the Contract. All amendments to the Contract shall be signed by a duly authorized designee.
4. **Award of Contract.** Award of a contract will be made to the responsible Offeror(s) whose qualifications are determined to be the most advantageous to the Court based on the evaluation criteria and any discussions pursuant to Rule 28 of the Judicial Procurement Code set forth in the Solicitation.

SECTION 3
SPECIAL INSTRUCTIONS TO OFFERORS

Superior Court
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5. **Inclusive Offeror.** Offeror is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for a percentage of the work. Offeror committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing the details concerning their organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
6. **Evaluation and Selection.** Evaluation of Offers may be accomplished in four steps.
- A. Step One. Initial Offer review to determine basic responsiveness to the Solicitation and where offers will be reviewed to insure they include all required information.
 - B. Step Two. Evaluation of Offer to assess Offeror's capability to deliver the required services in accordance with the terms and conditions set forth in the Solicitation and requirements of the Scope of Work.
 - C. Step Three. (Optional) Discussions with Offerors concerning their offers are for clarification purposes only. This does not imply any change(s) to the proposal.
 - D. Step Four. Contract award(s) made to responsible Offeror(s) whose offer(s) is determined to be the most advantageous to the Court, based on the following criteria which are listed in order of importance.
 - (1) **Offeror's Experience and Expertise as it relates to this Solicitation.** The Court will evaluate Offeror's experience and expertise based on Offeror's and any subcontractor resume, references and information required to be disclosed as matched to the needs of this Solicitation.
 - (2) **Offeror's Record of Performance and Reliability.** The Court will evaluate Offeror's and any subcontractor(s) record of performance and reliability based on past performance and reliability with other Courts across the country. Offer should provide contact information of past two years references for court managers/administrators familiar with their performance and reliability so this information can be verified.
 - (3) **Method of Approach and Implementation Plan.** An overview that indicates an understanding of the requirements of the Scope of Work. The Court will evaluate Offeror's response to determine how well it satisfies the Court's needs as stated in the Scope of Work.
 - (4) **Price.** The Offeror's price will be compared to the lowest offer and the offeror will receive a pro-rated score based on this comparison.
7. **Discussions.** In accordance with Rule 28 of the Judicial Procurement Code, after the initial receipt of offers, the Court reserves the option to conduct discussions with Offerors who submit offers determined by the Court to be reasonably susceptible of being selected for award.
8. **Certificate of Insurance Form.** The Court recommends that Offeror use the sample Certificate of Insurance included in this Solicitation as Attachment 6.9. Offeror may submit a substantially similar Certificate of Insurance. If Offeror so elects, the proposed Certificate of Insurance shall be submitted to the Court for review and approval upon notice of contract award.
9. **Roster Inclusion/Denial.** This roster will be open and continuous. To be considered, Offerors must submit all of the information requested in the RFQ Solicitation with the initial roster deadline listed on front page of Solicitation. Roster inclusion review shall occur quarterly, in January, April, July, and October. If an Offeror has been denied award inclusion, the Offeror shall not be allowed to resubmit during the term of this Solicitation and will be denied as a subcontractor.

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1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
 - A. *"Attachment"* means any item the Solicitation requires Offeror to submit as part of the Offer.
 - B. *"Contract"* means the combination of the Solicitation, including Uniform and Special Instructions to Offeror, Uniform and Special Terms and Conditions, and Specifications and Statement or Scope of Work; the Offer and any Final Proposal Revisions; and any Solicitation Amendments or Contract Amendments.
 - C. *"Contract Amendment"* means a written document signed by Offeror and Presiding Judge issued to make changes in the Contract.
 - D. *"Contract Specialist"* means the person duly authorized by the Court to administer Contracts and make written determinations with respect to the Contract.
 - E. *"Contractor"* means any person who has a Contract with the Court.
 - F. *"Court"* means the Superior Court of Arizona in Maricopa County, Adult and Juvenile Probation and Justice Courts. Superior Court is the governmental agency that executes the Contract.
 - G. *"Days"* means calendar days unless otherwise specified.
 - H. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the exhibits section of the Solicitation.
 - I. *"Fiscal Year"* means the period beginning with July 1 and ending June 30.
 - J. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - K. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - L. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
 - M. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
2. **Contract Interpretation.**
 - A. Arizona Law. Arizona law applies to the Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Judicial Procurement Code, Arizona Revised Statutes and its implementing rules, Arizona Administration Code (A.A.C.) Title 2, Chapter 7.
 - B. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of the Contract as if fully stated in it.

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- C. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the Court and as amended, the following shall prevail in the order set forth below:
- (1) Special Terms and Conditions;
 - (2) Uniform Terms and Conditions;
 - (3) Statement or Scope of Work;
 - (4) Specifications;
 - (5) Attachments;
 - (6) Exhibits;
 - (7) Special Instructions to Offeror;
 - (8) Uniform Instructions to Offeror;
 - (9) Documents referenced or included in the Solicitation.
- D. Relationship of Parties. Contractor and any of its subcontractors under the Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- E. Severability. The provisions of the Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parole Evidence. The Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation.

- A. Records. Under A.R.S. §35-214 and §35-215, Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the Court at reasonable times. Upon request, Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. Contractor shall comply with State Executive Order N. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to A.R.S. §35-214, at any time during the term of the Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the Court and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or subcontract.
- D. Facilities Inspection and Materials Testing. Contractor agrees to permit access to its facilities, subcontractor's(s') facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under the Contract. The Court shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the Court determines non-compliance of the materials, Contractor shall be responsible for the payment of all costs incurred by the Court for testing and inspection.

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- E. Notices. Notices to the Contractor required by the Contract shall be made by the Court to the person indicated on the Offer and Acceptance form submitted by Contractor unless otherwise stated in the Contract. Notices to the Court required by the Contract shall be made by Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Contract Specialist and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary.
- F. Advertising, Publishing and Promotion of Contract. Contractor shall not use, advertise or promote information for commercial benefit concerning the Contract without the prior written approval of the Court.
- G. Property of the Court. Any materials, including reports, computer programs and other deliverables, created under the Contract are the sole property of the Court. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the Court.
- H. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of the Contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the Court shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the Court requesting the issuance of the Contract shall own (for and on behalf of the Court) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the Court, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the Court and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Court. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the Court without the express written authorization of the agency, department, division, board or commission of the Court requesting the issuance of the Contract.
- I. Compliance Requirements for A.R.S. § 41-4401. Government Procurement: E-Verify Requirement.
- a. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-215, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
 - b. A breach of warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
 - c. Failure to comply with a State/Superior Court of Arizona in Maricopa County audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and contractor may be subject to penalties up to and including termination of the contract.
 - d. The Court retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under subparagraph A.
- J. Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

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- K. Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the Court or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments.

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net thirty (30) days. Upon receipt and acceptance of goods or services, Contractor shall submit a complete and accurate invoice for payment to the Court within thirty (30) days. Contract Number & Title must be on invoice, if not, invoice will be sent back to contractor for correction, before processing. Inaccurate invoices, not in compliance with the pricing and payment terms of the Contract, received by the Court from Offeror shall be returned to Offeror. Late invoices will not be paid.
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destinations.
- C. Applicable Taxes.
- (1) Payment of Taxes. Contractor shall be responsible for paying all applicable taxes.
 - (2) State and Local Transaction Privilege Taxes. The Court is subject to all applicable State and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - (3) Tax Indemnification. Contractor and all subcontractors shall pay all Federal, State and local taxes applicable to its operation and any persons employed by Contractor. Contractor and all subcontractors shall hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or State and local laws and regulations and any other costs including transaction and privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - (4) IRS W9 Form. To receive payment, Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
 - (5) Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under the Contract beyond the current State fiscal year. No legal liability on the part of the Court for any payment may arise under the Contract beyond the current fiscal year until funds are made available for performance of this Contract.
 - (6) Availability of Funds for the Current Fiscal Year. Should the State Legislature enter back into session or the Board of Supervisors takes action to reduce the appropriations or for any reason and these goods or services are not funded, the Court may take any of the following actions:
 - a. Accept a decrease in price offered by the Contactor;
 - b. Cancel the Contract;
 - c. Cancel the Contract and re-solicit the requirements.

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5. Contract Changes.

- A. Amendments. The Contract is issued under the authority of the Court and the Presiding Judge who signs the Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Contract Specialist in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under the Contract for the performance of the Contract without the advance written approval of the Contract Specialist. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under the Contract without the prior written approval of the Contract Specialist. The Court shall not unreasonably withhold approval.

6. Risk and Liability.

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under the Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Court shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into the Contract. Each party to the Contract is responsible for its own negligence.
- C. Indemnification
 - (1) Contractor/Vendor Indemnification (Not Public Agency). The parties to the Contract agree that the Court, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the Court as a result of entering into the Contract. However, the parties further agree that the Court, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to the Contract is responsible for its own negligence.
 - (2) Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liabilities, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
 - (3) Indemnification – Patent and Copyright. The Contractor shall indemnify and hold harmless the Court against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under the Contract. The Court shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

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D. Force Majeure

(1) Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract if and to the extent that such party's performance of the Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

(2) Force Majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- c. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

(3) If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

(4) Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

E. Third Party Antitrust Violations. The Contractor assigns to the Court any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of the Contract.

7. Warranties.

A. Liens. The Contractor warrants that the materials supplied under the Contract are free of liens and shall remain free of liens.

B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the Court of the materials, they shall be:

- (1) Of a quality to pass without objection in the trade under the Contract description;
- (2) Fit for the intended purposes for which the materials are used;
- (3) Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- (4) Adequately contained, packaged and marked as the Contract may require; and
- (5) Conform to the written promises or affirmations of fact made by the Contractor.

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- C. Fitness. The Contractor warrants that any material supplied to the Court shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs 7A through 7C of this paragraph are not affected by inspection or testing of or payment for the materials by the Court.
- E. Compliance with Applicable Laws. The materials and services supplied under the Contract shall comply with all applicable Federal, State and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- F. Survival of Rights and Obligations after Contract Expiration or Termination.
 - (1) Contractor's Representations and Warranties. All representations and warranties made by the Contractor under the Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the Court is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
 - (2) Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Contract Specialist, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. Court Contractual Remedies.

- A. Right to Assurance. If the Court in good faith has reason to believe that Contractor does not intend to, or is unable to perform or continue performing under the Contract, the Contract Specialist may demand in writing that Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand may, at the Court's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the Contract.
- B. Stop Work Order.
 - (1) The Court may, at any time, by written order to Contractor, require Contractor to stop all or any part, of the work called for by the Contract for period(s) of days indicated by the Court after the order is delivered to Contractor. The order shall be specifically identified as a Stop Work Order issued under this clause. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - (2) If a Stop Work Order issued under this clause is canceled or the period of the order or any extension expires, Contractor shall resume work. Contract Specialist shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the Court under this Contract are not exclusive.
- D. Nonconforming Tender. Materials or services supplied under the Contract shall fully comply with the Contract. The delivery of materials or services a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the Court may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

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- E. Right of Offset. The Court shall be entitled to offset against any sums due Contractor, any expenses or costs incurred by the Court, or damages assessed by the Court concerning Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.
- F. Penalty. The Court reserves the right to procure the services of a substitute if the Contractor's interpreter fails to appear at the time and place specified for the proceeding or event or is not qualified; the Contractor shall reimburse the Court for all costs in excess of the costs that the Court would have incurred if the Contractor had performed the work in accordance with the Contract.

9. Contract Termination.

- A. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the Court may cancel the Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Court is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the Court, it may also cancel this Contract as provided in A.R.S. § 38-511.
- B. Gratuities. The Court may, by written notice, terminate this Contract, in whole or in part, if the Court determines that employment or a gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of the Court for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The Court, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by Contractor.
- C. Suspension or Debarment. The Court may, by written notice to Contractor, immediately terminate the Contract if the Court determines that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that Contractor is not currently suspended or debarred. If Contractor becomes suspended or debarred, Contractor shall immediately notify the Court.
- D. Termination for Convenience. The Court reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the Court without penalty or recourse. Upon receipt of the written notice, Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Court. In the event of termination under this paragraph, all documents, data and reports prepared by Contractor under the Contract shall become the property of and be delivered to the Court upon demand. Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- E. Termination for Default.
 - (1) In addition to the rights reserved in the Contract, the Court may terminate the Contract in whole or in part due to the failure of Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. Contract Specialist shall provide written notice of the termination and the reasons for it to Contractor.

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(2) Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by Contractor under the Contract shall become the property of and be delivered to the Court on demand.

(3) The Court may, upon termination of the Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under the Contract. Contractor shall be liable to the Court for any excess costs incurred by the Court in procuring materials or services in substitution for those due from the Contractor.

F. Continuation of Performance through Termination. Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

- 10. Requirements Contract.** Contractors signify their understanding and agreement by signing this Solicitation, that the Contract resulting from this bid will be a requirements contract. However, the Contract does not guarantee any purchases will be made. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.
- 11. Contract Claims.** Refer to the Superior Court website at <http://www.superiorcourt.maricopa.gov/courtInfo/purchasing/>.
- 12. Arbitration.** The parties to this Contract agree to resolve all disputes arising out of or relating to the Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.
- 13. Background Check Requirement.** Successful Offerors shall be required to pass a Court background check including the submission of a fingerprint card. Offerors who fail to pass shall be considered non-responsive and the award shall be made to the next highest qualified bidder. As the process to correct any deficiencies in a failed background check may take several weeks to months, the bidder shall automatically be considered non-responsive to this Solicitation.
- 14. Personal Litigation.** All Contractors and subcontractors must notify the Contract Specialist of any pending or future personal litigation involving themselves as individuals, their relatives, or their controlled business.
- A. *“Relative”* means immediate family members. This includes a spouse, child, grandchild, parent, grandparent, sibling or other person with whom the Contractor or Subcontractor maintains a close familial relationship, including any person residing in the Contractor’s or Subcontractor’s household.
- B. *“Controlled Business”* means a company, a majority of whose voting stock or ownership is held by the Contractor/Subcontractor.
- C. *“Personal Litigation”* includes civil, juvenile, tax, mental health, domestic violence, criminal, family court, probate, lower court appeal and/or justice court matter, whether contested or uncontested, which is pending or will be filed in Superior Court or Justice Courts in Maricopa County.

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Central Court Building 4th Floor
Phoenix, Arizona 85003

SOLICITATION NO. 14006-RFQ
American Sign Language Interpreting Services

1. **Definition of Terms Used in these Special Terms and Conditions.** As used in these Special Terms and Conditions, the following terms, in addition to those terms defined in Section 4, Paragraph 1, have the following meaning:
 - A. "Court" means Superior Court, Adult and Juvenile Probation, and Justice Courts.
 - B. "Department" means the Contracts Department of the Court.
 - C. "Services" means services performed, workmanship and material furnished or used in the performances of services.
2. **Changes.**
 - A. The department may/shall at any time, by written order, and without notice to the sureties, if any, make mutually acceptable changes within the general scope of the Contract in any one or more of the following:
 - (1) Description of services to be performed;
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.); and
 - (3) Place of performance of the services.
 - B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under the Contract, whether or not changed by the order, the Contract Specialist may/shall make an equitable adjustment in Contract price, delivery schedule, or both, and shall modify the Contract.
 - C. Contractor must assert their right to an adjustment under this provision within 30 days from the date of receipt of the written order. However, if Contract Specialist decides that the facts justify it, the Department may/shall receive and act upon a proposal submitted before final payment of the Contract.
 - D. If Contractor's proposal includes the cost of property made obsolete or excess by the change, the Department may/shall have the right to prescribe the manner of the disposition of the property.
 - E. Failure to agree to any adjustment shall be a dispute under the Contract Claims provision of the Contract. However, nothing in this provision shall excuse Contractor from proceeding with the Contract as changed.
3. **Indemnification.**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities, Maricopa County, its departments, agencies, boards, commissions, universities, and the Court and its officers, officials, agents, and employees (hereafter "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereafter "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under Workers' Compensation Law or arising out of the failure of such contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where indemnification is applicable. In consideration of the Contract award, Contractor agrees to waive all rights of subrogation against the State of Arizona, Maricopa County, the Court, and its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the Court.

Indemnity shall not apply if Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

SECTION 5 SPECIAL TERMS AND CONDITIONS

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4. Insurance Requirements.

Contractor and subcontractors shall procure and maintain insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, their agents, representatives, employees or subcontractor until their obligations have been discharged or satisfied (including any warranty periods under the Contract).

Insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in this Contract. The Court in no way warrants that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this Contract by Contractor, its agents, representatives, employees or subcontractors. Contractor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below:

1. **Commercial General Liability – Occurrence Form.** Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage as follows:

○ General Aggregate	\$2,000,000
○ Products – Completed Operations Aggregate	\$1,000,000
○ Personal and Advertising Injury	\$1,000,000
○ Blanket Contractual Liability – Written and Oral	\$1,000,000
○ Damage to Rented Premises	\$ 50,000
○ Each Occurrence	\$1,000,000

- a. Policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities, Maricopa County, its departments, agencies, boards, commissions, universities, and the Superior Court of Arizona, and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor.”***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, Maricopa County, its departments, agencies, boards, commissions, universities, and the Court and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of Contractor.

2. **Automobile Liability.** Policy shall include Bodily injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract as stated below:

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

- a. Policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities, Maricopa County, its departments, agencies, boards, commissions, universities, and the Superior Court of Arizona, and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***

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- b. The Business Automobile Coverage requirement may be waived, upon approval by the Court, by certifying that the Contractor, contractor's employees or any subcontractor will only use an automobile within a limited scope for purposes of commuting to and from home and work and not use a vehicle for any purpose when performing services under this contract. The contractor shall certify this by submitting a signed statement to that effect to the Contract Administrator.

3. **Worker's Compensation and Employers' Liability.** Policy shall include coverage as follows:

Workers' Compensation	Statutory
Employers' Liability Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, Maricopa County, its departments, agencies, boards, commissions, universities, and the Superior Court of Arizona, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor or Independent Contractor) form.

4. **Professional Liability (Errors and Omissions Liability).** Policy shall include coverage as follows:

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that professional liability insurance required by the Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of the Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under the Contract is completed.
- b. Policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of the Contract.

B. **ADDITIONAL INSURANCE REQUIREMENTS.** Policy shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities, Maricopa County, its departments, agencies, boards, commissions, universities, and Superior Court of Arizona, its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by Contractor, even if those limits of liability are in excess of those required by the Contract.
2. Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

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- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Court. Such notice shall be sent directly to the Contracts Department and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A-VII. The Court in no way warrants that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Contracts Department with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by the Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the Contracts Department before work commences. Each insurance policy required by the Contract must be in effect at or prior to commencement of work under the Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies required by the Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by the Contract shall be sent directly to the Contracts Department. Contract number and title shall be noted on the certificate of insurance. The Contracts Department reserves the right to require complete, certified copies of all insurance policies required by the Contract at any time. If a policy expires during the life of the Contract, a renewal certificate must be sent to the Contracts Department. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DEPARTMENT.**
- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the Contracts Department separate certificates and endorsements for each subcontractor. All coverages for subcontracts shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in the Contract shall be made by the State of Arizona Department of Administration, Risk Management Department, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event Contractor or sub-contractor(s) is/are a public entity, then *insurance requirements* shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

5. **Term of Contract.** The term of the resultant contract shall be effective the date specified on the Offer and Award or Signature page and shall remain in effect for one (1) year or otherwise specified date, unless terminated, cancelled, or extended as otherwise provide herein.

6. **Option to Extend Contract Term.**

- A. The Court may at its option extend the one-year period of the Contract up to four (4) additional annual periods or portions thereof. Offeror shall be notified by the Court of its intention to extend the contract period in writing at least sixty (60) calendar days prior to the expiration of the original contract period.
- B. If the Court exercises this option, the extended Contract shall be considered to include this option provision as well as all other terms and conditions of the original contract, as modified.
- C. The total duration of the Contract, including the exercise of any options under this provision, shall not exceed five (5) years.

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7. **Pricing.** All pricing shall be firm, fixed and be inclusive of all labor, equipment, materials, products, freight (FOB Destination), consumable supplies, insurance, and all other costs incidental to services provided as listed on Attachment 6.1, Fee Schedule.
8. **Employment of Court Personnel.** Contractor shall not employ any person or persons in the employ of the Court for any work required by the terms of the Contract, without prior written approval of the Contract Specialist.
9. **Warranty of Services.**
 - A. Contractor warrants that all services provided hereunder will conform to Contract requirements, including all descriptions, specifications and attachments made a part of the Contract. The Court's acceptance of services or goods provided by Contractor shall not relieve Contractor from its obligations under this warranty.
 - B. In addition to its other remedies, the Court may, at Contractor's expense, require prompt correction of any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of the Contract in the manner and to the same extent as services originally furnished hereunder.
10. **Inclusive Offeror.** Offeror is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for a percentage of services. An Offeror committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed and by providing a detailed description of their organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
11. **Cooperation with Other Contractors and Subcontractors.** Contractor shall fully cooperate with other Court contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other Court contractors. Contractor shall not intentionally commit or permit any act which will interfere with the performance of work by any other Court contractors.
12. **Report Standards.** Reports or written materials prepared by Contractor in response to Contract requirements shall be (1) thoroughly researched for accuracy of content, (2) grammatically correct and not contain spelling errors, (3) submitted in a format approved in advance by CITS, and (4) submitted in draft form for advance review and comment by CITS if necessary or specified. Cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with Contract requirements shall be borne by Contractor.
13. **Title VI of the Civil Rights Act of 1964 Requirements.** During the performance of the Contract, Contractor agrees as follows:
 - A. Compliance with Regulations. Contractor shall comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000, et seq. (hereafter "Title VI"), and all applicable federal regulations related thereto. These regulations are incorporated by reference and made a part of the contract.
 - B. Nondiscrimination. Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in all activities related to its performance under this Contract.

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- C. Solicitations for Subcontractors. In all solicitations by either competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the Contract, Title VI, and applicable Federal law not to discriminate on the grounds of race, color, or national origin.
- D. Information and Reports. Contractor shall provide all information and reports required by Federal law and the Contract and shall permit access to its books, records, accounts, other sources of information and its facilities as the Court and/or the United States government may determine is necessary to ascertain compliance with the Contract, Title VI, and related Federal law. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall certify to the Court and set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the non-discrimination provisions of the Contract, the Court shall impose such contract sanctions as it may determine in the exercise of its discretion to be appropriate, including, but not limited to withholding of payments to the Contractor under the Contract until the Contractor complies, and/or canceling, terminating, or suspending the Contract, in whole or in part.
- F. Incorporation of Provisions. Contractor shall include the provisions of paragraphs (A) through (E) in every subcontract unless exempt from doing so pursuant to Federal law. All such contract provisions and the non-discrimination provisions of Title VI are fully binding upon all subcontractors. Contractors shall take such action with respect to any subcontractor as the Court and/or the United States government may direct as a means of enforcing such provisions including sanctions for noncompliance.
Provided, however, that in the event Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, Contractor may request the Court to enter into such litigation to protect its interests and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

14. Price Escalation.

The Court may review a fully documented request for a price increase upon Contract renewal. Any requests for price adjustments must be submitted to the Contractor Administrator or their designee sixty (60) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation may not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. If a price increase is approved, it will be documented through a formal amendment.

15. Price Reduction.

A price reduction adjustment may be offered at any time during the term of the Contract and shall become effective upon notice.

<p>SECTION 5 SPECIAL TERMS AND CONDITIONS</p>
<p>Superior Court Contracts Department 201 W. Jefferson Street Central Court Building 4th Floor Phoenix, Arizona 85003</p> <p>SOLICITATION NO. 14006-RFQ American Sign Language Interpreting Services</p>

16. Courts Only Purchasing.

If authorized in a particular solicitation, any Arizona court or any political subdivision on behalf of a court may procure material or services described in the Contract for use by Arizona courts or judicial branch units only. Where so authorized, Contractor agrees to provide such materials or services to other courts at the Contract prices and under the Contract terms. Any attempt to represent any material and/or service as being under contract with the Court which is not a subject of or addition to the Contract is a violation of the Contract and the Arizona Judicial Branch Procurement Rules. Any such action is subject to the legal and contractual remedies available to the Court inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of Contractor.

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17. Contract Administration for Offeror

- A. Contractor representative to contact for contract administration purposes:

Name and Title

Street Address

City State Zip

Telephone & Facsimile

Email Address

- B. Payment Address. Mail address to which Contractor payment(s) should be mailed, if different than that listed on the Offer and Award Form.

Name and Title

Street Address

City State Zip

Telephone & Facsimile

Email Address

Return with submission

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18. Contract Administration for the Court.

- A. The Court representative to contact for technical or programmatic matters concerning contract performance:
(NOTE: This person is not authorized to direct Contractor performance or make changes in Contract requirements.)

Carol Westwood, Manager
Superior Court in Maricopa County
Court Interpretation and Translation Services
175 W. Madison Street, 12th Floor
Phoenix, AZ 85003
cwestwood@superiorcourt.maricopa.gov

- B. Contract administration matters will be managed by the Contract Specialist named below. All correspondence concerning the Contract shall be directed to this individual.

Jennifer Gates, Contracts Administrator
Superior Court in Maricopa County
Contracts Department
201 W. Jefferson, Lower Level
Phoenix, AZ 85003
gatesj@superiorcourt.maricopa.gov

ATTACHMENT 6.1**FEE SCHEDULE****SOLICITATION No. 14006-RFQ – Return with submission****American Sign Language Interpreting Services****Requested
More than
24 HRS
In Advance****Requested
Less than
24 HRS
In Advance****1. Legal ASL Interpreter Hourly Rate (per assigned interpreter)
Arizona License: Legal, Class: A, B, C, and D**

- a. Monday through Friday, 7:00 AM to 5:00 PM
- b. Monday through Friday, 5:00 PM to 7:00 AM, weekends and holidays

**2. Legal ASL Video Remote Interpretation (Vendor uses own Equipment and high speed Internet connection)
Arizona License: Legal**

- a. Monday through Friday, 7:00 AM to 5:00 PM
- b. Monday through Friday, 5:00 PM to 7:00 AM, weekends and holidays

**3. ASL Interpreter Hourly Rate (per assigned interpreter)
Arizona License: General**

- a. Monday through Friday, 7:00 AM to 5:00 PM
- b. Monday through Friday, 5:00 PM to 7:00 AM, weekends and holidays

**4. ASL Video Remote Interpretation (Vendor uses own Equipment and high speed Internet connection)
Arizona License: General**

- a. Monday through Friday, 7:00 AM to 5:00 PM
- b. Monday through Friday, 5:00 PM to 7:00 AM, weekends and holidays

5. Deaf/Blind Interpreting Services

- a. Monday through Friday, 7:00 AM to 5:00 PM
- b. Monday through Friday, 5:00 PM to 7:00 AM, weekends and holidays

*Each assignment will consist of a minimum of two-hour compensation.

ATTACHMENT 6.1

FEE SCHEDULE

SOLICITATION No. 14006-RFQ – Return with submission

American Sign Language Interpreting Services

Cancellation Policy for Matters Other than Trial:

In the event of cancellation by the Court, the interpreter will only receive payment for reserved time for matters other than trial as follows:

- (1) No payment shall be made if the interpreter is notified more than forty-eight (48) hours prior to the start time of the requested service that interpretation services are no longer needed.
- (2) If cancellation occurs less than forty-eight (48) hours prior to the start time of the requested service and if the interpreter had been reserved by the Court for more than three (3) hours, then the interpreter shall be paid three (3) hours.
- (3) If cancellation occurs less than forty-eight (48) hours prior to the start time of the requested service and if the interpreter is scheduled by the Court for less than three (3) hours, the interpreter shall be paid for the time scheduled.
- (4) If the Court is able to utilize the interpreter's services for any other matter during this "cancelled time", then the interpreter will be paid for at least the amount set forth above or for the alternate service, whichever is greater. For example, an interpreter is scheduled for four (4) hours and the appointment is cancelled when the interpreter shows up to work. The Court finds work for two (2) hours of the interpreter's time. Under the provisions of this policy, the interpreter would receive two (2) hours pay for actual time worked plus an additional one (1) hour of cancellation time.

Notice: If the transaction privilege (sales) taxes are not described and itemized on the offer, the Court will assume that the price(s) offered includes all applicable taxes.

ATTACHMENT 6.2
OFFEROR'S QUESTIONNAIRE
SOLICITATION No. 14006-RFQ – Return with submission
American Sign Language Interpreting Services

1. Have you ever received any Demand for Assurance or other letters regarding quality or timeliness of work? How did you respond and what was your corrective action?

2. Have you had complaints filed against you as a provider of ASL Interpretation services?

3. If you notice a scheduling conflict with any assignment, what type of action do you take in mitigating any delay in completing assignments?

4. Have you had your interpretation services observed or monitored either in person or via recorded video? Was the observation shared with you? What feedback were you given?

5. Are you able to pass a background check and submission of a fingerprint card as required in Section 4, 13 of the Solicitation if awarded the Contract and prior to commencing work?

6. Are you able to meet the Insurance Requirements as identified in Section 5, 4.A.1, 4.A.2, 4.A.3., and 4.A.4. of the Solicitation if awarded the Contract and prior to commencing work?

ATTACHMENT 6.3

Sole Proprietor Waiver

Solicitation No. 14006-RFQ – **Return with submission**
American Sign Language Interpreting Services

Janice K. Brewer
Governor

Brian C. McNeil
Director



ARIZONA DEPARTMENT OF ADMINISTRATION

RISK MANAGEMENT SECTION

100 NORTH FIFTEENTH AVENUE – SUITE 301
PHOENIX, ARIZONA 85007
(602) 542-2182

Sole Proprietor Waiver

NOTE: THIS FORM APPLIES ONLY TO STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS, UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES, IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, [A.R.S. 23-901](#) (et. seq.), and specifically, [A.R.S. 23-961\(P\)](#), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as _____ (name of Sole Proprietors Business). I am performing work as an independent contractor for the State of Arizona, Superior Court of Maricopa County, for workers' compensation purposes, and therefore, I am not entitled to workers' compensation benefits from the State of Arizona, Superior Court of Maricopa County.

I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

Name of Sole Proprietor: _____

Social Security Number: _____ - _____ - _____

Telephone Number: (_____) _____ - _____

Street Address / P. O. Box: _____

City: _____ State: _____ ZIP Code: _____

Signature of Proprietor: _____ Date: _____

State Agency: _____ Superior Court of Maricopa County Agency No. 893

Signature of Agency Contract Administrator

Date: _____

Contract Identification

Both signatures must be signed and the completed form submitted to: State of Arizona, Department of Administration, Risk Management Section, Insurance Unit, 100 North 15th Avenue, Suite 301, Phoenix, Arizona 85007. An authorized Risk Management Representative will sign your completed form and return it to the agency to be maintained in their records.

Signature of Risk Management Authorized Signer

Date: _____

ATTACHMENT 6.4

Business Ownership Classifications

Solicitation No. 14006-RFQ – **Return with submission**

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NOTE: THE FOLLOWING REQUESTED INFORMATION IS FOR DATA COLLECTION PURPOSES ONLY

Name of Organization:			
Contact Person:			
Contact Phone:		Fax:	
Email:			
Address: Street/PO Box:			
City, State, Zip:			

Primary Business Type (Select One Only):

- | | | |
|--|--|--|
| <input type="checkbox"/> A Authorized Distributor | <input type="checkbox"/> E Factory Representative | <input type="checkbox"/> I Service Firm |
| <input type="checkbox"/> B Broker | <input type="checkbox"/> F Jobber/Wholesaler | <input type="checkbox"/> J Surplus Dealer |
| <input type="checkbox"/> C Construction Firm | <input type="checkbox"/> G Manufacturer | <input type="checkbox"/> K Health Care Provider |
| <input type="checkbox"/> D Consulting Firm | <input type="checkbox"/> H Retailer | <input type="checkbox"/> L Other _____ |

Business Ownership Type (Select Only Those that Apply to Majority Owner(s)).

Business Size:

- ☐ **1** Non-Small
- ☐ **2** Small Business (Per ARS §41-1001.14)

Business Owner Type (Check all that apply):

- ☐ **3** Woman Owned Business
- ☐ **4** Owned By Disabled Individual (Per ARS §41-1492)
- ☐ **5** Minority Owned Business (Per 15 CFR §1400.1(a))

If "Minority Owned," please identify:

- ☐ **6** African-American
- ☐ **7** Asian-American
- ☐ **8** Hispanic-American
- ☐ **9** Native American

APPLICANT CERTIFICATION:

I CERTIFY THAT:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information requested herein;
2. To the best of my knowledge the elements of information provided herein are accurate and true as of the date; and
3. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in accordance with ARS §Title 41 Chapter 9, Article 4 and Executive Order No. 99-4 dated February 8, 1999.

Printed or Typed Name:

Title:

Signature

Date

ATTACHMENT 6.5

Independent Contractor Form

Solicitation No. 14006-RFQ – **Return with submission**

American Sign Language Interpreting Services



JANICE K. BREWER
GOVERNOR

BRIAN C. MCNEIL
DIRECTOR

ARIZONA DEPARTMENT OF ADMINISTRATION RISK MANAGEMENT SECTION

100 NORTH 15th AVENUE, SUITE 301
PHOENIX, ARIZONA 85007

Telephone: (602) 542 2182; Facsimile: (602) 542 1800

INDEPENDENT CONTRACTOR AGREEMENT

NOTE: THIS FORM APPLIES ONLY TO THE STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS, UNIVERSITIES UTILIZING INDEPENDENT CONTRACTORS. THIS FORM DOES NOT, HOWEVER APPLY TO EMPLOYERS IN THE CONSTRUCTION INDUSTRY THAT USE A CONTRACTOR. A CERTIFICATE OF WORKERS' COMPENSATION INSURANCE OR A SOLE PROPRIETOR WAIVER MUST BE OBTAINED IN THOSE INSTANCES.

This is a written agreement under the compulsory Workers' Compensation laws of the State of Arizona, **A.R.S. 23-901** (et. seq.), and specifically **A.R.S. 23-902 (C), (D)**, that an independent contractor relationship exists between the parties signed below. The parties agree that the "independent contractor" is independent of the "business" in the execution of the work and not subject to the rule or control of the "business" but is engaged only in the performance of a definite job or piece of work and is subordinate to the "business" only in effecting a result in accordance with that "business" design. The parties also agree that the "business" does not have the authority to supervise or control the actual work of the "independent contractor" or the "independent contractor's" employees. Furthermore, it is understood and agreed that the "independent contractor" or the "independent contractor's" employees are not entitled to workers' compensation benefits from the "business".

The written agreement shall be null and void and create no presumption of an independent contractor relationship if the consent of either party is obtained through misrepresentation, false statements, fraud or intimidation, coercion or duress.

WE THE UNDERSIGNED AGREE THAT THE BUSINESS:

- Does not require the independent contractor to perform work exclusively for the business. This paragraph shall not be construed as conclusive evidence that an individual who performs services primarily or exclusively for another person is an employee of that person.
- Does not provide the independent contractor with any business registrations or licenses required to perform the specific services set forth in the contract.
- Does not pay the independent contractor a salary or hourly rate instead of an amount fixed by contract.
- Will not terminate the independent contractor before the expiration of the contract period, unless the independent contractor breaches the contract or violates the laws of this state.
- Does not provide tools to the independent contractor.

ATTACHMENT 6.5

Independent Contractor Form

Solicitation No. 14006-RFQ – **Return with submission**

American Sign Language Interpreting Services

- Does not dictate the time of performance.
- Pays the independent contractor in the name appearing on the written agreement.
- Will not combine business operations with the person performing the services rather than maintaining these operations separately.

NAME OF INDEPENDENT

CONTRACTOR: _____

FEDERAL ID# OR SOCIALSECURITY: _____ - _____ - _____

ADDRESS / P.O. BOX: _____

CITY: _____, **STATE:** _____ **ZIP:** _____

SIGNATURE OF

INDEPENDENT CONTRACTOR: _____ **DATE:** _____

STATE OF ARIZONA

AGENCY: Superior Court of Arizona in Maricopa County

AGENCY# 893

ADDRESS: 201 West Jefferson, CCB-Lower Level

CITY: Phoenix, ARIZONA **ZIP:** 85003

↓ To be filled out by Court

SIGNATURE OF AGENCY

CONTRACT ADMINISTRATOR: _____ **DATE:** _____

CONTRACT IDENTIFICATION: _____

BOTH SIGNATURES MUST BE SIGNED AND THE COMPLETED FORM SUBMITTED TO:

**ARIZONA DEPARTMENT OF ADMINISTRATION
RISK MANAGEMENT SECTION - INSURANCE UNIT
100 NORTH 15th AVENUE, SUITE #301
PHOENIX, AZ 85007**

An authorized Risk Management Representative will sign your completed form and return it to the agency to be maintained in their records.

Signature of Risk Management Authorized Signer

Date

ATTACHMENT 6.7

Application

Solicitation No. 14006-RFQ – **Return with submission**
American Sign Language Interpreting Services

AMERICAN SIGN LANGUAGE INTERPRETING SERVICES APPLICATION (Please Print)

☐ Contractor **OR** ☐ Subcontractor

(Please print)

Interpreter Name _____

Agency Name (if applicable) _____

Please select all that apply:

☐ Legal License: ☐ Class A ☐ Class B ☐ Class C ☐ Class D

☐ General License

☐ NAD Certification: ☐ III (Generalist) ☐ IV (Advanced) ☐ V (Master)

☐ NIC Certification: ☐ Certified ☐ Advanced ☐ Master

☐ RID Certification:

- ☐ CDI (Certified Deaf Interpreter)
- ☐ CI (Certificate of Interpretation)
- ☐ CLIP-R (Conditional Legal Interpreting Permit – Relay)
- ☐ CSC (Comprehensive Skills Certificate)
- ☐ CT (Certificate of Transliteration)
- ☐ OIC (Oral Interpreting Certificate)
- ☐ OTC (Oral Transliteration Certificate)
- ☐ SC:L (Specialist Certificate: Legal)

ATTACHMENT 6.7

Application

Solicitation No. 14006-RFQ – **Return with submission**
American Sign Language Interpreting Services

Please list any court or related interpreting experience: (Please indicate dates and length of experience. Include any agencies you have worked in the past.)

Please list professional certifications, associations, education, or related training to this field: (Indicate the dates of certification, education and training.)

I hereby certify that all the information contained on this application is true to the best of my knowledge and I understand that omissions or mistakes may be cause for rejection, removal of my name from contract employment. It is my responsibility to keep the Court advised of any changes to my address or telephone number(s).

Signature _____ Date _____

ATTACHMENT 6.8
Exhibit A – Code of Ethics
Solicitation No. 14006-RFQ
American Sign Language Interpreting Services

Superior Court of Arizona in Maricopa County
Court Interpreter
Code of Ethics

1. The interpreter's relationship with the subjects is professional, never sympathetic or personal, and the interpreter should take steps to see to it that the relationship with parties, counsel and the bench is not viewed as personal by the surrounding observers.
2. The interpreter shall not engage in any direct discourse with a defendant, litigant, witness or victim concerning the texts offered for interpretation.
3. When the interpreter is required to interpret unique or technical language, or the language of a writer whose dialect or style is unfamiliar or problematic or the interpreter is unfamiliar with the facts or specific issues at hand, the interpreter shall realistically evaluate his/her ability to perform and disqualify him/herself if s/he is not fully capable of giving a professionally-interpreted rendition. The interpreter should seek out any materials that will assist him/her in preparing for the case to be interpreted, e.g., experts' reports, police reports, transcripts of previous proceedings, etc.
4. The interpreter shall disclose to the Court and all parties any actual or apparent conflict of interest. Any condition that impinges on the objectivity or impartiality of the interpreter or affects his/her professional integrity constitutes a conflict of interest. A conflict may exist if the interpreter is acquainted with a party to the action; if the interpreter has an interest in the outcome of the case or if the interpreter may be perceived as not being independent of the adversary parties or agencies.
5. The interpreter shall keep confidential all matters translated in written documents offered for interpretation. The interpreters shall not discuss the facts of a case pending before the court except as regards matters of a professional nature within the CITS or with other interpreters appointed to work in the same matter.
6. Interpreters employed by CITS shall not accept payment or gratuity of any kind additional to his/her salary or wage for their assigned work as an interpreter.
7. Interpreters employed by CITS shall not accept offers of work in the private sector without seeking permission from CITS Administration.
8. Through continuing education, the interpreter shall maintain and improve his/her interpreting skills and knowledge of the language used in a court of law, the law itself and its resulting procedures.
9. The interpreter shall seek to elevate the standards of the interpreting field by adhering to accepted norms of practice.

ATTACHMENT 6.9
Certificate of Insurance
Solicitation No. 14006-RFQ
American Sign Language Interpreting Services

	CERTIFICATE OF INSURANCE CONTRACT NO. 14006-RFQ VENDOR:	Judicial Branch of Arizona Superior Court Contracts Department 201 W. Jefferson Street Phoenix, Arizona 85003 (602) 506-8124		
Prior to commencing services under this Contract, the Contractor must furnish the State, certification from insurer(s) for coverages in the minimum amounts as stated below. The coverages shall be maintained in full force and effect during the term of this Contract and shall not serve to limit any liabilities or any other Contractor obligations.				
Name and Address of Insurance Agency::	Company Letter	Companies Affording Coverage:		
	A			
	B			
Name and Address of Insured:	C			
	D			
LIMITS OF LIABILITY MINIMUM – EACH OCCURRENCE	COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
Bodily Injury Per Person Each Occurrence Property Damage OR Bodily Injury and Property Damage Combined		Comprehensive General Liability Form Premises Operations Contractual Independent Contractors Products/Completed Operations Hazard Personal Injury Broad Form Property Damage Explosion & Collapse (If Applicable) Underground Hazard (If Applicable)		
Same as Above		Comprehensive Auto Liability Including Non-Owned (If Applicable)		
Necessary if underlying is not above minimum		Umbrella Liability		
Statutory Limits		Workmen's Compensation and Employer's Liability		
		Other		
State of Arizona and the Department named above are added as additional insureds as required by statute, contract, purchase order, or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.		It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. This Certificate is not valid unless countersigned by an authorized representative of the insurance company.		
Name and Address of Certificate Holder:		Date Issued: _____ _____ Authorized Representative		



JUDICIAL BRANCH OF ARIZONA

Jennifer Gates
Contract Administrator

IN MARICOPA COUNTY
201 W. Jefferson, CCB-LL
Phoenix, Arizona 85003

Phone: (602) 506.8124
Fax: (602) 506.5957

#14006-RFQ – American Sign Language (ASL) Interpreting Services

Due Date/Time: Tuesday, April 1, 2014, at 2:00 P.M. Arizona Time

Submittal Location: Superior Court of Arizona in Maricopa County
Contracts Department – Attn: Jennifer Gates
201 West Jefferson Street
Central Court Building, Lower Level
Phoenix, AZ 85003

Required documentation to be returned with submission:

One (1) clearly marked original and **three (3) copies** of the offer in a sealed envelope or package with the Solicitation number and Offeror's name and address clearly indicated on the outside of envelope or package.

1. Offer and Contract Award form (page 1 of Solicitation)
2. Contract Administration for Contractor (page 30 of Solicitation, Section 5, Special Terms and Conditions, 17. Contract Administration for Offeror)
3. Attachment 6.1, Fee Schedule (**insert your rates**)
4. Attachment 6.2, Offeror's Questionnaire
5. Attachment 6.3, Sole Proprietor Waiver
6. Attachment 6.4, Business Ownership Classifications
7. Attachment 6.5, Independent Contractor Form
8. Attachment 6.7, American Sign Language (ASL) Interpreting Services Application
9. Resume, Professional References (3), licenses and any Certification(s)



JUDICIAL BRANCH OF ARIZONA

Jennifer Gates
Contract Administrator

IN MARICOPA COUNTY
201 W. Jefferson, CCB-LL
Phoenix, Arizona 85003

Phone: (602) 506.8124
Fax: (602) 506.5957

Please list the name, address, contact name, and telephone number for three (3) organizations for whom you or your company has provided services of a similar size and scope within the past 24 months. These references may be checked, so please make sure all information is accurate and current.

1. ORGANIZATION: _____
ADDRESS: _____
CITY/STATE/ZIP CODE: _____
CONTACT: _____
TELEPHONE NUMBER: _____
E-MAIL: _____
DATES OF SERVICES PROVIDED: _____
TYPE OF SERVICES PROVIDED: _____

2. ORGANIZATION: _____
ADDRESS: _____
CITY/STATE/ZIP CODE: _____
CONTACT: _____
TELEPHONE NUMBER: _____
E-MAIL: _____
DATES OF SERVICES PROVIDED: _____
TYPE OF SERVICES PROVIDED: _____

3. ORGANIZATION: _____
ADDRESS: _____
CITY/STATE/ZIP CODE: _____
CONTACT: _____
TELEPHONE NUMBER: _____
E-MAIL: _____
DATES OF SERVICES PROVIDED: _____
TYPE OF SERVICES PROVIDED: _____

END OF SOLICITATION
Solicitation No. 14006-RFQ
American Sign Language Interpreting Services

END OF SOLICITATION NO. 14006-RFQ